

813

11499-A

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

OCT 6 1988 12 25 PM

INTERSTATE COMMERCE COMMISSION

October 6, 1988

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

No. 8-280A081
Date OCT 6 1988
Fee \$ 13.00
ICC Washington, D.C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Car Use Agreement dated July 14, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease dated February 12, 1980 between ITT Industrial Credit Company (now ITT Capital Finance), Lessor, and Huntting Elevator Company, Lessee, which was duly filed and recorded on February 15, 1980 and assigned Recordation Number 11499.

The names and addresses of the parties to the enclosed document are:

Lessor: Huntting Elevator Company
P.O. Box 99
Austin, Minnesota 55912

Lessee: Burlington Northern Railroad Company
9401 Indian Creek Parkway
Overland Park, Kansas 66210

A description of the railroad equipment covered by the enclosed document is:

Twenty-five (25) 4750 cubic foot, 100-ton, trough hatch hopper cars bearing reporting marks and numbers HUNX 201 through HUNX 225, both inclusive, formerly RSVX 00201 through RSVX 00225, both inclusive.

Consent of J. C. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
October 6, 1988
Page Two


Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Car Use Agreement dated July 14, 1988 between
Hunting Elevator Company, Lessor, and Burlington
Northern Railroad Company, Lessee, covering
25 4750 cubic foot, 100-ton, trough hatch hopper
cars, HUNX 201 - HUNX 225.

Very truly yours,


Charles T. Kappler

Enclosures

CAR USE AGREEMENT

RECORDATION NO. 11499-14

OCT 6 1988 25 PM

INTERSTATE COMMERCE COMMISSION

This Agreement, entered into, this 14TH day of JULY, 1988 by and between Huntting Elevator Company (HUNTTING), P. O. Box 99, Austin, Minnesota 55912, and Burlington Northern Railroad Company (BN), 9401 Indian Creek Parkway, Overland Park, Kansas 66210:

WITNESSETH THAT; In Consideration of the mutual covenants and conditions hereinafter set forth the parties hereto hereby agree as follows:

1. HUNTTING will provide to BN twenty-five (25) 4750 cubic foot, 100 ton, trough hatch hopper cars ("cars") identified in Exhibit "A", attached hereto and made a part hereof.
2. All cars must be mechanically acceptable and suitable for grain loading. If upon subsequent mechanical inspection the car(s) are found to be not suitable for continued use by BN, the car(s) will be reported to HUNTTING for correction of defect or disposition, or if unmovable, held for disposition and deleted from this agreement.
3. Term of the Agreement is July 1, 1988 through June 30, 1989 (twelve months).
4. For the use of the cars BN agrees to pay HUNTTING four hundred and forty dollars (\$440) per car per month; however, partial months will be prorated on a daily basis. BN will pay no mileage allowance while cars are on BN tracks. All mileage earned on cars off BN will accrue to HUNTTING.
5. HUNTTING will furnish BN an equipment invoice for each month on the first day of each month. BN will make lease payments by the tenth day of the month.
6. HUNTTING assumes all responsibility for insurance, taxes, maintenance and repairs as provided in the Association of American Railroad's interchange rules. HUNTTING shall maintain, or pay for maintenance of, the equipment to at least FRA and AAR safety and mechanical standards.
7. Responsibility for damage, loss, theft, or destruction of any unit of the equipment shall be determined according to the Association of American Railroad interchange rules.
8. BN will have the sole use of the equipment during the term of this agreement subject to normal interchange by BN.
9. BN will assume the liability of any penalty incurred by HUNTTING on cars operated in Mexico or Canada. In addition, if BN loads commodities in the car(s) that are specifically restricted by a lease where HUNTTING is the lessee of the cars, BN will be liable for any penalty incurred.

CAR USE AGREEMENT

Page 2

10. BN will arrange for the free transportation of the equipment on BN in receiving and returning the cars to HUNTTING at any BN interchange point.
11. The cars provided to BN shall be suitable for grain loading and returned to HUNTTING suitable for grain loading. Subject to joint inspection HUNTTING will be responsible for cleaning cars before going into BN service and BN will be responsible for cleaning cars before returning to HUNTTING.
12. This agreement will terminate on June 30, 1989.
13. IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective as of the day and year first above written.

BURLINGTON NORTHERN
RAILROAD COMPANY

By: J. W. Pratt

Printed
Name: J. W. PRATT

Title: GST-FCM

HUNTTING ELEVATOR COMPANY

By: J. G. Huntting, Jr.

Printed
Name: J. G. HUNTTING, JR.

Title: Pres.

EXHIBIT A

HUNX 201	HUNX 208	HUNX 214	HUNX 220
HUNX 202	HUNX 209	HUNX 215	HUNX 221
HUNX 203	HUNX 210	HUNX 216	HUNX 222
HUNX 204	HUNX 211	HUNX 217	HUNX 223
HUNX 205	HUNX 212	HUNX 218	HUNX 224
HUNX 206	HUNX 213	HUNX 219	HUNX 225
HUNX 207			

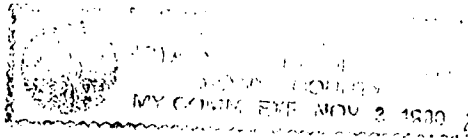
CORPORATE FORM OF ACKNOWLEDGEMENT

State of MN

County of Mower, ss:

On this 8 day of Sept., 1988, before me personally appeared J. G. Huntting, Jr. to me personally known, who being by me duly sworn, says that he is the President of Huntting Elevator Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]



Jean A. Scabed
Signature of notary public

My commission expires Nov 3, 1990

(5184W)

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Kansas

ss:

County of Johnson

On this 28th day of September, 1988, before me personally appeared J. M. Pratt, to me personally known, who being by me duly sworn, says that he is the General Superintendent - Freight Car Management of Burlington Northern Railroad Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Geri J. Gassman
Signature of notary public

My commission expires 12/20/90

